

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4136750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAVVYSHERPA, INC.	11/09/2016
RECEIVING PARTY DATA	
Name:	QUALCOMM LIFE, INC.
Street Address:	5775 MOREHOUSE DRIVE
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	61758743
Application Number:	14168914
Application Number:	14287962
Application Number:	61808039
Application Number:	61902339
Application Number:	61901823
Application Number:	14535895
Application Number:	62153288
Application Number:	15099294
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	btwalker@qualcomm.com
Correspondent Name:	QUALCOMM INCORPORATED
Address Line 1:	5775 MOREHOUSE DRIVE
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
NAME OF SUBMITTER:	BRETT T. WALKER
SIGNATURE:	/Brett T. Walker/
DATE SIGNED:	11/10/2016

Total Attachments: 9

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "Assignment") is entered into effective as of November 9, 2016, by and between Qualcomm Life, Inc., a California corporation ("Assignee") and Savvysherpa, Inc., a Minnesota corporation (the "Assignor"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 9, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title, and interest in and to the Assigned Patents for consideration and upon the terms and conditions set forth in the Asset Purchase Agreement; and

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assigned Patents. "Assigned Patents" (as defined in the Asset Purchase Agreement and repeated here for convenience) means:

(a) the Patents listed on **Exhibit A** hereto (the "Listed Patents") and all foreign counterparts of such Patents;

(b) all parents (to which a priority claim is made), siblings and children (divisionals, continuations, continuations-in-part, reexaminations, revivals, utility models, registrations, extensions, and reissues issued by, or applied for with, any Registration Office in any country or jurisdiction (collectively, a "Patent Family")) of the Listed Patents; provided that this subsection (b) shall not include U.S. patent application no. 62/307,167 (the "Additional Transferred Patents"); and

(c) if any Assignor-owned Patent (including abandoned or expired Patents) is cited as the basis for a double patenting (statutory or non-statutory) rejection against such Listed Patent or Additional Transferred Patent, then such Assignor-owned Patent shall be deemed an Additional Transferred Patent; provided that this subsection (c) shall not include U.S. patent application no. 62/307,167.

2. Conveyance. Other than, and subject to, the Retained Patent Rights as set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest to the Assigned Patents in and throughout the United States of America, its territories and all foreign countries, together with all patents issuing therefrom, all inventions and improvements claimed or described in any of the foregoing, all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

3. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor further authorizes the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

4. Information and Assistance.

4.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

4.2 If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

5. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

6. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

7. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

8. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any

person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

9. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

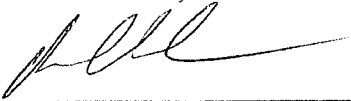
10. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California. The parties hereto irrevocably submit to the exclusive jurisdiction of the United States District Courts in California (or, if subject matter jurisdiction in that court is not available, in the State courts of California) for all disputes between the parties hereto arising out of or relating to this Assignment. The parties hereby consent to and agree to submit to the jurisdiction of such courts. Each of the parties hereto waives, and agrees not to assert in any such dispute, to the fullest extent permitted by Applicable Laws, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment on the day and year first above written.

ASSIGNEE:

QUALCOMM LIFE, INC.

By: 
Name: Rick Valencia
Title: President

ASSIGNOR:

SAVVYSHERPA, INC.

By: _____
Name: Joe Hafermann
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment on the day and year first above written.

ASSIGNEE:

QUALCOMM LIFE, INC.

By: _____
Name: Rick Valencia
Title: President

ASSIGNOR:

SAVVYSHERPA, INC.

By: 
Name: Joe Hafemann
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF _____ : ss.:
CITY/COUNTY OF _____)

I, _____, the undersigned Notary Public do hereby
certify that _____, as
_____ of _____, a _____, who signed the foregoing
Assignment document, was authorized on the _____ day of _____, to execute the foregoing
Assignment document on behalf of _____, and to me acknowledged that he/she did sign the
said document.

Notary Public

Exhibit A

Listed Patents

Listed Patents

Family Number	IDF	Country	Current Recorded Owner	Application Title	Status	Substatus	Case Type	Relation Type	Filing Type	Application Number	Information from Survey	Filed Date	Inventor1	Inventor2	Inventor3	Inventor4	Inventor5	Inventor6	Inventor7	US Outside Counsel
1		US	Savvyshurpa Inc.	METHODS AND SYSTEMS FOR REPRESENTING A UNIQUE INDIVIDUAL BY USING DATA	Inactive	Expired	Provisional Filing	Original Filing	National	61/758,743	Incorporated in 14/168,914.	01/30/2013	Mark R. Pollmann	Kenneth Ehler	Jeffrey C. Humphreys	Philip R. Vaude Kamp	Daniel J. Kopf			Thomas Brennan Shumaker, Siefert, P.A.
1		US	Savvyshurpa Inc.	SYSTEM AND METHOD FOR MONITORING PHYSICAL ACTIVITY	Inactive	Abandoned	Regular	Original Filing	National	14/168,914 Claims Priority to 61/758,743 (filed 01/30/2013; 61/808,039 (filed 04/03/2013; and 61/902,339 (filed 11/11/2013).	Incorporated into CON 14/287,962.	03/30/2014	Mark R. Pollmann	Kenneth Ehler	Jeffrey C. Humphreys	Philip R. Vaude Kamp	Matthew A. Webb	Liang Zhou	Daniel J. Kopf	Thomas Brennan Shumaker, Siefert, P.A.
1		US	Savvyshurpa Inc.	SYSTEM AND METHOD FOR MONITORING PHYSICAL ACTIVITY	Filed	Application	Regular	Continuation	National	14/287,962 Claims priority to 61/758,743 (filed 01/30/2013; 61/808,039 (filed 04/03/2013; and 61/902,339 (filed 11/11/2013).	Non-Final Office Action 2016-08-29. Response due 2016-11-29	05/27/2014	Mark R. Pollmann	Kenneth Ehler	Jeffrey C. Humphreys	Philip R. Vaude Kamp	Matthew A. Webb	Liang Zhou	Daniel J. Kopf	Savvyshurpa inhouse (Ben Griffith)
1		US	Savvyshurpa Inc.	REPRESENTING AN INDIVIDUAL BY USING AN ACCELEROMET ER DATA	Inactive	Expired	Provisional Filing	Original Filing	National	61/808,039	Incorporated in 14/168,914.	04/03/2013	Mark R. Pollmann	Kenneth Ehler	Jeffrey C. Humphreys	Philip R. Vaude Kamp	Daniel J. Kopf			
1		US	Savvyshurpa Inc.	METHOD AND SYSTEM FOR SELECTING ACCELEROMET ER DATA TO STORE ON COMPUTER-READABLE MEDIA	Inactive	Expired	Provisional Filing	Original Filing	National	61/902,339	Incorporated in 14/168,914.	11/11/2013	Mark R. Pollmann	Philip R. Vaude Kamp						Thomas Brennan Shumaker, Siefert, P.A.
2		US	Savvyshurpa Inc.	METHOD AND SYSTEM FOR ADMINISTERING A N PROGRAM	Inactive	Expired	Provisional Filing	Original Filing	National	61/901,823	Incorporated in 14/535,895	11/08/2013	Mark R. Pollmann	Kenneth Ehler						Thomas Brennan Shumaker, Siefert, P.A.
2		US	Savvyshurpa Inc.	METHOD AND SYSTEM FOR ADMINISTERING A N PROGRAM	Filed	Application	Regular	Original Filing	National	14/535,895 Claims priority to 61/901,823 (filed 11/08/2013).	Waiting for response from USPTO.	11/07/2014	Mark R. Pollmann	Kenneth Ehler						Thomas Brennan Shumaker, Siefert, P.A.
3		US	Savvyshurpa Inc.	SYSTEMS AND METHODS FOR SELECTING ACCELEROMET ER DATA TO STORE ON	Inactive	Expired	Provisional Filing	Original Filing	National	62/153,288	Incorporated in 15/099,294.	04/27/2015	Gregory R. Rencell	Catherine Basol dela Cuadra						

3	US	Savvysharu, Inc.	COMPUTER-READABLE MEDIA	Filed	Application	Regular	Original Filing	National	15/099,294 Claims priority to 62/153,288 (filed 04/27/2015) and 62/307,167 (filed 05/11/2016)	Waiting for response from USPTO.	04/14/2016	Gregory R. Remrell	Cubaine Basal de la Cuadra	Vianlyn Jereza Gomez	Mary Ann Antiquisto Lim						Savvysharu, Inc. (Ben Griffith)
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